

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, & 30**

1. REQUISITION NUMBER

**401-52033-311**

PAGE 1 OF 61

2. CONTRACT NO.

3. AWARD/EFFECTIVE  
DATE

4. ORDER NUMBER

5. SOLICITATION NO.

**RFO5-52033-311**

6. SOLICITATION ISSUE DATE

**May 27, 1998**

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

**Sharon Collignon**

b. TELEPHONE NUMBER (No collect calls)

**301-286-9874**

8. OFFER DUE DATE/ LOCAL TIME: 6

9. ISSUED BY:

CODE

**214.3**

**NASA Goddard Space Flight Center**  
**Code 214.3**  
**Greenbelt, MD 20771**

10. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SETASIDE: % FOR

☐ SMALL BUSINESS

☐ SM . DIS BUSINESS  
☐ 8(A)

SIC: 8731

SIZE STANDARD:1000  
employees

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED

☐ SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

13b. RATING

**D0-A2**

14. METHOD OF SOLICITATION

☐ RFQ ☐ IFB

x

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/  
OFFEROR

CODE

FACILITY  
CODE

18a. PAYMENT WILL BE MADE BY

CODE

**NASA/GSFC**  
**Financial Management Division**  
**Accounts Payable Section, Code 151.3A**  
**Greenbelt, MD 20771**

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH  
ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS  
BLOCK IS CHECKED ☐ SEE ADDENDUM

19.  
ITEM NO.

20.  
SUPPLIES/SERVICES

21.  
QTY

22.  
UNIT

23.  
UNIT PRICE

24.  
AMOU

**See I.A.1, Services to be**  
**Furnished**  
*(Attach Additional Sheets as Necessary)*

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES FAR 52.212-1. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.

ADDENDA

☒ ARE

ARE NOT

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES FAR 52.212-1. FAR 52.212-5 IS ATTACHED.

ADDENDA

☐ ARE

ARE NOT

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES  
TO **See Page 41**, CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS  
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL  
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER\

☐ DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK  
5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED

30A. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE

☐ RECEIVED

☐ INSPECTED

☐ CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOU  
CORP

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FREPRODUCTION

COMPUTER-GENERATED

**STANDARD FORM 1449** (10-95)  
Prescribed By GSA FAR (48CFR) 53.214(a)

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**I. CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (52.212-4) (APR 1998)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the FAR clause at 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under

this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

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**ADDENDUM TO FAR CLAUSE 52.212-4**

**I.A.1 SERVICES TO BE FURNISHED**

The Contractor shall perform and/or deliver the items below in accordance with the Specifications/Statement of Work.

Contract Line Item Number	Description	Price
1	a) Quick Ride on Commercial Satellite with 12 months of Mission Operations b) Additional Quick Ride on Commercial Satellite with 12 months of Mission Operations <b>(Any additional Quick Rides proposed shall be numbered as 1b, 1c, etc. The offeror shall provide a description and price for each Quick Ride proposed.</b>	\$TBP \$TBP
2	a) Additional Capabilities of Quick Ride 1a b) Additional Capabilities of Quick Ride 1b	\$TBP \$TBP
3	a) Accommodation Study for Quick Ride 1a b) Accommodation Study for Quick Ride 1b	\$TBP \$TBP
4	Mission Specific Modifications	\$PTO
5	Additional 3-Month Mission Operations Periods in Excess of the Required 12 Months	\$TBP

TBP = To Be Proposed

PTO = Priced for Specific Task Order

(End of clause)

**I.A.2 INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the



**ADDENDUM TO FAR CLAUSE 52.212-4**

number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after period of performance specified in any issued task orders.

(End of clause)

***I.A.3 ORDERING (52.216-18) (OCT 1995)***

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract award through five years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

***I.A.4 ORDER LIMITATIONS (52.216-19) (OCT 1995)***

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$15,000,000;

(2) Any order for a combination of items in excess of \$15,000,000; or

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**ADDENDUM TO FAR CLAUSE 52.212-4**

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) Reserved.

(d) Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

***I.A.5 INDIVIDUALS AUTHORIZED TO ISSUED ORDERS***

Only the Goddard Space Flight Center (GSFC) Contracting Officer is authorized to issue delivery orders under this contract unless otherwise delegated, as evidenced by a letter of delegation signed by the GSFC Contracting Officer.

(End of clause)

***I.A.6 ORDERING PROCEDURES***

The following provision defines the process by which (a) Fair Opportunity to be Considered will be afforded; (b) Task Orders will be competed; (c) Criteria for Award of a Task Order for a Non-Domestic Flight of U.S. Instruments; and (d) Task Orders will be awarded.

(a) Fair Opportunity for Consideration:

(1) General. One or more task orders may be issued during the ordering period of this contract. The Contracting Officer's (CO) decision to issue a task order to a particular contract holder shall be based on the criteria stated below. In accordance with FAR 16.505(b), the CO will give each contract holder a "fair opportunity to be considered" for each order in excess of \$2,500 unless one of the conditions in 16.505(b)(2) applies. Procedures and selection factors to be considered for each task order providing for a "fair opportunity to be considered" are set forth in (a)(2) below.

(2) Procedures Providing for a Fair Opportunity to be Considered: The Government will provide all awardees a fair opportunity to be considered. This will be provided through the Government's examination of existing information already in the Government's possession, such as contract documents, manifest

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**ADDENDUM TO FAR CLAUSE 52.212-4**

schedules and satellite accommodation documents. The contractor capabilities information provided in response to the original RFO solicitation will be crucial information used by COTRs to identify sources capable of providing the required service. In the majority of cases, the CO, in coordination with the COTR, will be able to select the appropriate awardee based on the data already available to the Government. In other cases, the Government may contact any or all of the contract holders for submission of a proposal.

(b) Task Order Competition Procedures

(1) RFO Contents: When contractor submission of proposals is necessary, the Government will issue a Request for Offer (RFO). Each RFO will include the following information:

- a) Date of the RFO
- b) Description, task order statement of work and other documentation upon which the task order price is to be based
- c) Delivery or performance date
- d) Due date for submission of Offer
- e) Best Value Evaluation Criteria, if applicable

Generally, offers responding to RFO's will be due within two weeks after the RFO issue date.

(2) Task Order Evaluation/Selection Criteria. Upon receipt of the contractor's proposal, the Government shall review the proposal for completeness and acceptability. The determination of which contractor is awarded the mission shall be based upon the following evaluation factors:

- Technical accommodation of the scientific instrument;
- Government/Contractor schedule match;
- Mission success record; and
- Total firm-fixed price for the task order.

The details of any relevant subfactors for each factor will be identified in the RFO and may be unique to each mission.

(3) Response to RFO's. Contractors may "No Bid" any RFO. When a contractor responds to an RFO, it shall indicate that the proposal submitted in response to the RFO is compliant with the contract terms, statement of work, and RFO.

Prices shall not exceed the firm prices in I.A.1 Services to be Furnished. However, any minor mission modifications to a satellite ride which are not included in the price or an option price must be identified and priced. The proposed mission price, including the satellite ride, applicable options, and minor mission modifications; shall be a firm-fixed price for all services required under the order for that mission.

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**ADDENDUM TO FAR CLAUSE 52.212-4**

All Task Order Proposals shall be submitted by the date and time specified in the RFO, or it will be treated as a late proposal and will not be considered by the Government, unless the Contracting Officer determines that it is in the Government's best interest to do so.

(c) Criteria for Award of a Task Order for a Non-Domestic Flight of U.S. Instruments

NASA may award task orders for services that provide for the use of space launch services offered or provided from non-domestic market economy countries and non-market economy countries.

Award of a task order for services that provide for the use of space launch services from a non-market economy country is contingent on the Government's determination that the price of the space launch service is consistent with the pricing provisions contained in the Commercial Space Launch Trade Agreements to which the U.S. is a party. The Agreements generally provide that the price of such launch services be no more than 15% below the price of comparable launch services offered by a commercial space launch provider from a market economy country. However, due to the number of variables that must be considered in determining the price of launch services from a non-market economy and in making price comparisons with comparable launch services, compliance of the offered Quick Ride will be considered on a case-by-case basis. Where the price difference of the launch service is greater than 15%, additional Government review may be required which may or may not result in approval. The contractor shall provide sufficient data with its task order proposal to enable the Government to make the aforementioned pricing determination.

The term, "non-market economy country," includes the Ukraine, Russia, and China.

(d) Award of Task Order

Task orders will be placed by original signed orders within the effective ordering period of this contract.

Each of the contractors will be notified of the Government's selection for the task order awarded. The Government's determination of the successful contractor for an individual task order is not subject to Protest under FAR Subpart 33.1. The debriefing requirements of FAR 15.506 are not applicable to orders issued under this contract. However, an Ombudsman has been appointed (see NASA FAR Supplement Clause 1815.215-84).

Each task order will include the following information:

- 1) Date of the task order
- 2) Contract number and task order number

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**ADDENDUM TO FAR CLAUSE 52.212-4**

- 3) Description, Statement of Work and other document upon which the task order price is based
- 4) Task order price
- 5) Delivery or performance date
- 6) Accounting and appropriation data
- 7) Schedule of Government Furnished Property availability
- 8) Funding Profile, if necessary

(End of Text)

***I.A.7 UPDATES OF CONTRACTOR CAPABILITIES***

The contractor shall maintain the currency of services offered under this contract, by submission of updates as deemed necessary by the contractor.

The contractor may update manifest schedules by uploading replacement pages to a specified NASA web page and notifying the Contracting Officer by letter or by e:mail. The contractor may update the manifest schedule as often as deemed necessary by the contractor.

The contractor may update the Satellite Accommodations Document(s) (SAD) attached to this contract in I.A.24, List of Attachments, not more than twice a year. The Government will consider SAD updates for Quick Rides offered in I.A.1, Services to Be Furnished, no sooner than six months after contract award and six months from each update thereafter. Updates shall be submitted in a format consistent with the original SAD.

The Government will evaluate the SAD update in terms of the degree to which it is applicable to NASA's earth science, space science, and technology programs. The Government will only accept price updates that do not exceed the prices established in I.A.1, Services to Be Furnished. If the updates are accepted by the Government, the contract will be modified to include such updates.

(End of Clause)

***I.A.8 MINIMUM/MAXIMUM ORDERS***

The Government guarantees to issue one or more orders for an amount not less than \$1,000 for each individual Quick Ride contract. There will be no further obligation on the part of the government to issue additional orders thereafter. The maximum ordered under this contract shall not exceed \$49M cumulatively. All orders placed under this contract will be applied to the guaranteed minimum and maximum.

(End of Text)

ADDENDUM TO FAR CLAUSE 52.212-4

***I.A.9 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS  
(52.232-29) (OCT 1995)***

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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(e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly. -

(g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

**I.A.10 FINANCE PAYMENT EVENTS AND COMPLETION CRITERIA**

In accordance with Clause 52.232-29 Terms for Financing of Purchases of Commercial Items, and upon successful completion of an event, the contractor may request interim payments. The payments shall be based on the events as listed below. The percents are based on the total value of the order. **(Offerors shall insert the appropriate payment schedule for Payment Event numbers 1, 2 and 3. The schedule shall be expressed in the number of months before or after a manifested launch date.)**

<u>Payment Event No.</u>	<u>Payment Event</u>	<u>Percent</u>	<u>Month</u>
1	Mission Design Review & ICD	25%	L- *
2	Post I&T Review	15%	L- *
3	On-Orbit Verification	20%	L+ *
4	1 <sup>st</sup> Quarter Mission Operations	10%	L+3*
5	2 <sup>nd</sup> Quarter Mission Operations	10%	L+6*
6	3 <sup>rd</sup> Quarter Mission Operations	10%	L+9*

\*L±# = Launch plus/minus the specified number of months

The Contracting Officer shall unilaterally determine the contractor's completion of each event. The Contracting Officer's determination of event completion will be in accordance with the completion criteria listed below.

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**Payment Event Completion Criteria**

Mission Design Review and ICD - The Contractor has met all requirements of the Mission Design Review in accordance with the Specification/Statement of Work (S.O.W.) and the task order, and demonstrated to the satisfaction of the Government, a complete and thorough understanding of the mission specific requirements necessary to proceed to Instrument Integration & Test.

Post I&T Review - The Contractor has met all requirements of the Post I&T Review in accordance with the S.O.W. and the task order, and demonstrated to the satisfaction of the Government, a complete and thorough understanding of the mission specific requirements necessary to proceed to launch and on-orbit verification.

On-Orbit Verification - The Contractor has met all requirements of the On-Orbit Verification in accordance with the S.O.W., task order, and the on-orbit performance verification plan.

1<sup>st</sup> Quarter Mission Operations - The Contractor has met all requirements during the first quarter of the mission operations activities in accordance with the S.O.W., the task order, and the on-orbit performance verification plan.

2<sup>nd</sup> Quarter Mission Operations - The Contractor has met all requirements during the second quarter of the mission operations activities in accordance with the S.O.W., the task order, and the on-orbit performance verification plan.

3<sup>rd</sup> Quarter Mission Operations - The Contractor has met all requirements during the third quarter of the mission operations activities in accordance with the S.O.W., the task order, and the on-orbit performance verification plan.

(End of Text)

***I.A.11 ACCEPTANCE AND FINAL PAYMENT FOR QUICK RIDE SERVICE***

This clause applies only to task orders for CLIN 1 of I.A.1 Services to be Furnished.

The Contracting Officer or authorized representative will verify the completion of mission operations. At the successful completion of all mission operation activities, the Government will make final acceptance in accordance with the criteria below for the Quick Ride services.

Following final acceptance by the Government, the Contractor may submit a final invoice for the unliquidated price of the task order. The unliquidated price of the task order shall be the task



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order price less any payments made to the Contractor in accordance with I.A.10, Payment Events and Completion Criteria.

Acceptance Criteria

The acceptance of the services shall occur after the contractor meets all of the following:

1. Successful completion of all mission operation activities as defined in the S.O.W. and in the task order.
2. All other requirements of the task order have been satisfied.

(End of Text)

***I.A.12 EFFECTIVE PERIOD***

The effective ordering period of this contract is for five years after the first Quick Ride contract award on **TBD**.

(End of Clause)

***I.A.13 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (18-52.232-77) (MAR 1989)***

**Note: The Government contemplates incrementally funding task orders, therefore task orders may include this clause as applicable.**

(a) Of the total price of items                      through                      , the sum of \$                      is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said item is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date

Amounts

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) if that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

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(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **TBD**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing,

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and ceiling prices where applicable) of the items to be delivered, or in the time of delivery or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

***I.A.14 HANDLING OF DATA (GSFC 52.203-90)***

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

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(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

***I.A.15 GOVERNMENT HANDLING OF CONTRACTOR DATA***

Contractors are advised that specified employees and/or team members of Government and non-Government users (for example, Government employees, contractor employees, Government and non-Government Principle Investigators) and Government support contractors may assist the Government in selecting a contractor for

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award of a task order, and during performance of a task order. If such support is required, the individual(s) and support contractor(s) may be authorized access to all data necessary to enable them to provide specific advice on specialized matters or on particular instrument issues.

In order to provide the required assistance, individuals and support contractors may need periodic access to data, and may be required to attend regular progress reviews at which data may be disclosed which the contractor may consider proprietary or privileged. Accordingly, the Contractor agrees to cooperate with such individuals by engaging in technical matters of the program.

Any involvement of support by such individuals and support contractors will subject them to the same requirements of the "Handling of Data" clause contained at I.A.14 of this contract.

(End of Text)

***I.A.16 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT 1988)***

For performance of work under this contract, the Government will make available Government property identified below on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

<u>Item</u>	<u>Quantity</u>	<u>Acquisition Cost</u>	<u>Date to be Furnished to the Contractor</u>
-------------	-----------------	-----------------------------	---

**The Government will furnish spaceflight instruments, flight software and instrument I&T software for the contractor to integrate into the spacecraft. The Government provided spaceflight instrument and software will be specified in the task order.**

(End of clause)

***I.A.17 CROSS-WAIVER OF LIABILITY/INDEMNITY***

With regard to the activities undertaken pursuant to this contract, each party assumes responsibility for any damage to its own property. Neither the Contractor nor the Government shall make any claim against the other, employees of the other, the other's related entities or employees of the other's related entities for any damage to its own property or that of its related entities, whether such damage or loss arises through negligence or otherwise.

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This cross waiver of liability shall not apply in the case of willful misconduct on the part of the Contractor, the Government, their respective employees, their related entities or employees of their related entities. Notwithstanding the above, to the extent any portion of the Government's damage is covered by the Contractor's insurance, the Contractor shall pay for such damage.

Under no circumstances shall the Government indemnify the Contractor for any third party claim, judgement or cost arising from the damage to any property as a result of activities undertaken pursuant to this contract.

The term, "related entities" means contractors or subcontractors at any tier, users, customers, or Principal Investigators at any tier, and contractors or subcontractors of a user, customer, or Principal Investigator at any tier.

The term, "damage" means damage to, loss of, or loss of use of any property, and degradation to or interference with any property. The term also includes loss of revenue or profits; or other direct, indirect, or consequential damage.

The term "property" means instrument, data, data transmission, satellite, equipment, payload, and launch vehicle.

(End of Text)

***I.A.18 CONTRACTOR'S TERMINATION RIGHTS***

The Government provided instrument or payload will conform to the Interface Control Document (ICD) described in I.A.24 List of Attachments, Attachment A, Specification/Statement of Work. The Government provided instrument or payload is considered a secondary mission to the primary commercial mission and, as such, the commercial mission requirements will take precedence over the secondary mission requirements. The contractor shall notify the Contracting Officer, in writing, if the Government provided instrument or payload is not compliant with the ICD and poses unacceptable risk to the primary mission. The notification shall provide detailed substantiation of these risks.

In the event the contractor, or the primary mission customer, determines that the Government provided instrument or payload is not compliant with the ICD and that the risk is unacceptable, the Contractor and the Contracting Officer will mutually agree to terminate the task order or remanifest the Government instrument or payload on another mission. If the task order is terminated, the contractor may submit a proposal for an equitable adjustment.

(End of Text)

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***I.A.19 DELAYS***

The Government shall not cause the primary mission to be delayed without Contractor approval. If the Contractor approves a delay caused by the Government, delay damages shall not be charged to the Government. If a Contractor causes a delay to the mission, the Government will not charge delay damages to the Contractor.

(End of Text)

***I.A.20 LIST OF CLAUSES INCORPORATED BY REFERENCE***

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

(52.211-15)	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
(52.253-1)	COMPUTER GENERATED FORMS (Jan 1991)
(1852.215-84)	OMBUDSMAN (OCT 1996) The installation Ombudsman is Mr. William Townsend at 301-286-5066.

***I.A.21 CLAUSES INCORPORATED BY REFERENCE***

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

***I.A.22 ADDITIONAL RIDE OFFERINGS AND CONTRACT AWARDS***

Periodically, over the life of the contract, the Contracting Officer responsible for maintaining the contract(s) may conduct informal Market Research to determine if a change in the competitive environment has occurred. If it is in the best interests of the Government, the Contracting Officer shall solicit additional proposals or accept unsolicited proposals with the

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intention of adding additional satellite rides or additional contractors to the "pool" of IDIQ contract holders.

(End of clause)

**I.A.23 EXPORT CONTROL REQUIREMENTS**

The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130 and the Export Administration Regulations (EAR), 15 CFR Parts 730-774.

Where a task order is awarded to a foreign Contractor, the Government, or its Principal Investigators, may need to obtain the appropriate export licenses before furnishing to the Contractor Government-furnished property or technical data or otherwise exporting.

(End of clause)

**I.A.24 LIST OF ATTACHMENTS**

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u># of Pages</u>
A	Specification/Statement of Work	April 1998	4
B	1.Spacecraft Accommodations Document (SAD) for Quick Ride 1a of I.A.1 Services to Be Furnished	TBP	TBP
	2.SADs, as necessary based on the number of Quick Rides proposed.	TBP	TBP

TBP = To Be Proposed

(End of Text)



**SPECIFICATIONS/STATEMENT OF WORK****1.0 Introduction**

This specification/statement of work describes and defines the space and other accommodations for science instruments on satellites as a secondary payload. Government provided instruments will perform earth science, space science and technology demonstrations.

**2.0 Scope**

The scope of work shall encompass all necessary effort from the receipt of an Indefinite Delivery Indefinite Quantity (IDIQ) contract and task order. The exact period of performance will be defined in the task order and may vary from mission to mission.

**3.0 General Requirements**

The contractor shall provide, as a baseline, the instrument accommodations and twelve (12) months of on-orbit operations and for further operations if ordered.

The Contractor shall provide an interface control document (ICD), agreed to by both parties. This shall be the governing document to govern the interfaces, such as the mechanical, electrical (power & data), and thermal, for both integration and test (I&T) and on-orbit operations; and lay out the sequence of events in case of malfunction on the part of the primary or secondary payload.

The government shall provide the instrument, on schedule, meeting the instrument interface requirements as specified in the ICD.

**4.0 Minimum Accommodations**

Weight	10 Kg
Power	10 W
Volume	5000 cubic cm
Thermal	isolated
Data Storage	100 Mbits
Data Downlink Rate	1Kb/sec
Data Volume per Day	2 Mbits/day
Command Uplink Rate	0.2Kb/sec
Ordering Period	Up to Launch minus 18 Months
Instrument Delivery	Up to Launch minus 9 Months

**5.0 Program Management**

The contractor shall provide a management function that is responsible for the control of the specific instrument mission effort. The contractor's management function shall provide to the Government, reporting and real-time insight into program status, as well as, technical performance of the contractor's responsibilities and activities performed under the task order.

The contractor shall, as necessary and as agreed by the Contractor and the Government, perform various design, and trade-off analysis tasks relating to the design modifications, implementation, characterization and operation of the specific instrument mission.

#### **6.0 Mission Design Review**

The contractor, along with the instrument developer, shall provide a mission design review (MDR) with emphasis on the instrument to be flown. Mission requirement and sub-system requirements flowdown effecting the instrument shall be presented. An interface control document (ICD) shall be provided by the contractor. Signature of the ICD by all parties shall be necessary in order to close the MDR and consider it completed.

The following data shall be provided, as a minimum:

- a. An overview showing an understanding of the instrument mission objectives and the approaches that will be used to carry out the mission together with definition of roles and responsibilities.
- b. Instrument resource allocations and margins (telemetry, commands, power, weight, data storage, etc.)
- c. Completion and Signature of ICD.
- d. Performance verification approach and rationale.
- e. Orbit, orbit maintenance, and flight dynamics analyses with respect to instrument requirements.
- f. An Integration and Test (I&T) program plan
- g. Instrument I&T software requirements, description, status, & verification plan.
- h. Instrument flight software requirements, description, development and verification plan.
- i. Specific analysis shall include: loads determination, thermal flight predictions, power balance at instrument end of life, data flow, data latency, contamination issues, pointing budgets including attitude control simulation results, radiation effects, EMC, ESD, magnetics.

#### **7.0 Instrument Integration and Test**

The contractor, along with the instrument developer, shall perform an integration and test program following the general guide of the integration and test program plan developed for the MDR.

- a. Develop the environmental test plans and instrument test procedures

- b. Review the instrument I&T software readiness and verification status.
- c. Review the instrument flight software development and verification status.
- d. Provide personnel, facilities, and material to perform the environmental tests.
- e. Perform instrument integration with the spacecraft bus
- f. Perform bus/instrument combined environmental tests demonstrating bus and instrument compatibility per the I&T plan.

#### **8.0 Post I&T Review**

The contractor shall present at the instrument post integration and test review, the following as applicable to the instrument:

- a. Results of the environmental tests.
- b. A resolution plan for all failures, anomalies, and malfunctions.
- c. Flight software verification status
- d. Any remaining open issues.
- e. The instrument on-orbit performance verification plan.

#### **9.0 On-Orbit Verification**

The Contractor shall, after launch, complete the on-orbit verification as specified in the on-orbit performance verification plan. Once checkout is complete, this will mark the beginning of the required 12 months of operations.

#### **10.0 Complete one year operations**

Completion of one year of operation marks the end of the baseline mission. Further operations may be performed but they will be accomplished under CLIN 5, Additional 3-month Periods of Mission Operations.

#### **11.0 Minor modifications**

In order to meet the unique requirements of a specific mission a contractor may be required to modify their basic system and options. These modifications shall be implemented as necessary for the adaptation of the basic system, options and implementation effort under the task order to meet the task requirements. The extent of the modifications may include, but are not limited to, interface changes, software modifications, or additional technical support. It is anticipated that in most cases the extent of modifications will be minimal.

**12.0 Accommodation Study**

The contractor may be tasked to perform an accommodation study that will detail the known instrument requirements and characteristics and match these to the properties and attributes of the proposed satellite. The purpose of the accommodation study is to determine the capability of the proposed satellite in accommodating the instrument and to determine the need for alterations to best accomplish the mission objective of flying the instrument and obtaining data for the stated scientific goal. Accommodation studies may or may not result in a task order for a Quick Ride flight.

**13.0 Year 2000 Compatibility**

All services acquired under this contract are required to provide accurate processing of the date and date-related data (including but not limited to calculating, comparing and sequencing). This also includes the manipulation of data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the user. Services provided under this contract shall successfully transition into the Year 2000 with the correct system date, without human intervention, including leap year calculations.

**II. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (52.212-5) (APR 1998)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

      (2) [Reserved].

  X   (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

      (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4));

      (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).

  X   (6) 52.222-26, Equal Opportunity (E.O. 11246).

  X   (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

  X   (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

  X   (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

      (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

      (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

      (12) [Reserved]

\_\_\_\_ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

\_\_\_\_ (14) 52.225-19, European Union Sanction for Services (E.O. 12849).

\_\_\_\_ (15) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_\_ (15) (ii) Alternate I of 52.225-21.

\_\_\_\_ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552(a)).

\_\_\_\_ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have

access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

**III. INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1) (APR 1998)**

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or



reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization

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Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

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**ADDENDUM TO FAR CLAUSE 52.212-1**

**III.A.1 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC  
52.215-96) (APR 1997)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Sharon Collignon  
Phone: 301-286-9874  
(collect calls not accepted)  
FAX: 301-286-0530  
E-Mail: Sharon.M.Collignon.1@gsfc.nasa.gov

\*Address: Goddard Space Flight Center  
Greenbelt, MD 20771  
Attention: Sharon Collignon, \*Mail Code 214.3

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

(End of provision)

**III.A.2 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (52.214-34) (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

**III.A.3 SUBMISSION OF OFFERS IN U.S. CURRENCY (52.214-35) (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

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**III.A.4 TYPE OF CONTRACT (52.216-1) (APR 1984)**

The Government contemplates award of multiple fixed-price, indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of Provision)

**III.A.5 SERVICE OF PROTEST (52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Bid Office  
Building 17, Room S142  
Mail Code 213.2  
Goddard Space Flight Center  
Greenbelt, MD 20771

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**III.A.6 PROPOSAL PAGE LIMITATIONS (18-52.215-81) (FEB 1998)**

(a) Proposals submitted in response to this solicitation are page limited as follows:

<u>Proposal Section</u>	<u>Page Limit</u>
Technical Section	15 Pages
Appendix A, Spacecraft Accommodations Document	unlimited
Appendix B, Schedule of Ride Offerings	unlimited
Business Section	unlimited
SF1449, Offeror Representations and Certifications and Model Contract	unlimited
Past Performance Questionnaire	unlimited

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(b) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

***III.A.7 INSTRUCTIONS FOR EXECUTED STANDARD FORM 1449, OFFEROR REPRESENTATIONS AND CERTIFICATIONS, AND MODEL CONTRACT***

This must be a separate proposal volume.

1. SF 1449 and Section V, Offeror Representations and Certifications Commercial Items (52.212-3) Blocks 12, 17, & 30 of the SF 1449 must be filled-in as appropriate and returned with a properly filled-in Section V, Offeror Representations and Certifications Commercial Items. The completed SF 1449 and Offeror Representations and Certifications must be returned.

If contract award is made by the Government on the SF 1449, unreturned sections will be duplicated by the Government so that the awarded and distributed contract is physically intact. (If award is not made on the SF 1449, then award will be made using SF 26 via a separate and subsequent transmittal for signature by the offeror.)

2. Model Contract

The offeror shall provide the proposed fill-ins for I.A.1 Services to be Furnished and I.A.10 Finance Payment Events and Completion Criteria; sign four original SF 1449s; and return with your offer the model contract (SF 1449) through Section II, Contract Terms and

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Conditions Required to Implement Statutes or Executive Orders--  
Commercial Items (52.212-5).

3. Summary of Deviations/Exceptions

State any deviations/exceptions taken to the required Offeror Representations and Certifications (Section V) and include the reason for the deviation/exception.

(End of Text)

**III.A.8 PROPOSAL INSTRUCTIONS (COMPETITIVE)**

Offers should be organized in two sections: technical and business. The technical section should describe your technical capabilities in a format consistent with the I.A.24 List of Attachments, Attachment A, Specifications/Statement of Work. The technical proposal should be specific, detailed, and complete enough to clearly and fully demonstrate that you understand the requirement and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as: "Standard procedures will be employed" and "Well-known techniques will used." Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

The technical and business sections should address the following:

**Technical Section**

In no more than 15 pages the offeror shall describe their Quick Ride Offer in sufficient detail to allow a Government evaluation team to assess the benefit to the US Government. As a minimum the following key areas shall be addressed;

1) The offeror's overall Quick Ride approach and service offered including secondary payload accommodation methods, processes and support.

2) The primary mission and its current organizational, development, launch and operations status. Describe the viability of the primary system and any limitations that may present a risk to its implementation. Provide evidence of a commercial satellite contract and evidence of launch vehicle contracts or arrangements. If the satellite is being built in-house, provide an investors prospectus, or equivalent, that describes how you are obtaining funding to build the satellite. Provide.

3) The value to the Government that the offer provides over and above the minimum stated Quick Ride performance characteristics. The proposal should, at least, include the matrix outlined in Enclosure 1 for each manifest date that will allow

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comparison between the minimum performance parameters and the offered Quick Ride. All of the data requested in the Quick Ride Offer Summary Sheet shall be provided, additional lines for clarification or added value parameters may be included.

4) The offeror shall provide Past Performance as required by Section III, Instructions to Offerors--Commercial Items (52.212-1), Section (b)(10). Include a discussion of your company's success and failure of missions and your company's success/failure rate.

In addition, the offeror shall provide the enclosed Past Performance Questionnaire to each of its references for completion and return to the Government (Enclosure 4). The questionnaire respondent can be anyone with knowledge of your firm's performance. The questionnaire must be returned by your reference directly to the Government. **The offeror is responsible for ensuring that the questionnaire is completed and returned no later than the closing date of this solicitation to the Contracting Officer.**

5) Explain any deviations/exceptions taken with respect to the technical section. Any deviations, exceptions, etc., must be supported by sufficient amplification and justification to permit evaluation.

The offeror shall provide the items below as appendices to the technical section. The documents shall be in accordance with the enclosures referenced below.

<u>Description</u>	<u>Appendix</u>	<u>Refer to:</u>
Spacecraft Accommodations Document	A	Enclosure 2
Schedule of Offerings	B	Enclosure 3

**Business Section**

1) The offeror shall provide a fixed price for each proposed Quick Ride, each proposed additional capabilities, each proposed accommodation study, and for quarterly mission operations. The offeror shall generate a price list in accordance with the format of I.A.1, Services to be Furnished.

2) The offeror shall provide evidence of their ability to secure collateral for Government financing of future task orders against this contract. Acceptable forms of security include:

- Irrevocable letter of credit from a federally insured financial institution
- Bond from a surety, acceptable in accordance with FAR Part 28
- Guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership to the contractor

3) Explain any deviations/exceptions taken with respect to the business proposal. Any deviations, exceptions, etc., must be supported by sufficient amplification and justification to permit evaluation.

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(End of Text)

**III.A.9 ADDITIONAL RIDE OFFERINGS AND CONTRACT AWARDS**

Periodically, over the life of the contract, the Contracting Officer responsible for maintaining the contract(s) may conduct informal Market Research to determine if a change in the competitive environment has occurred. If it is in the best interests of the Government, the Contracting Officer shall solicit additional proposals or accept unsolicited proposals with the intention of adding additional satellite rides or additional contractors to the "pool" of IDIQ contract holders.

(End of clause)

**III.A.10 PROPOSAL COPIES, MARKING AND DELIVERY**

**1. Proposal Copies**

The offeror shall provide one original, five copies, and one electronic version of its proposal to the address specified below.

The offeror shall submit its electronic proposal on a PC-formatted compact (CD-ROM) disk or 3.5" diskettes properly formatted for use by Microsoft Windows 3.1 and in a format compatible with Microsoft Office 95. The offeror must certify that all disks provided are free from any computer virus and free from any defects which preclude their use.

**2. Receiving Office**

The designated receiving office for proposals is the Bid Room located on the premises of the Goddard Space Flight Center, Greenbelt, Maryland, in Building 17, Room S-142. The Bid Room hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government Holidays. Proposals must be received by the date and time stated on the solicitation face page.

Offerors must either deliver their proposal, modifications or withdrawals by U. S. Postal Service Mail or \*hand deliver (includes the use of a commercial delivery service). Regardless of the delivery method chosen, the proposal must be closed and sealed as if for mailing.

\*Note: Non-U.S. citizens that do not have a "green card" will not be given access to the Goddard Space Flight Center for the purpose of proposal delivery.

**3. External Marking**

[PLEASE NOTE THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]



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(a) The required mailing address/external marking for proposals is as follows:

"NASA  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Attention: Bid Room, Code 213.2  
Building 17, Room S142  
RFO5-52033-311  
PROPOSAL--DELIVER UNOPENED"

(b) If the proposal is to be delivered by a commercial delivery service such as United Parcel Service, Federal Express, DHL, Purolator, etc., place the following on the outside of the carrier's envelope or package cover: (offeror must complete fill-in's appropriately)

"RFO5-52033-311  
COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE HAND CARRIED DIRECTLY TO THE BID ROOM, BUILDING 17, ROOM S142 AND RECEIVED NO LATER THAN \_\_\_\_\_(time) \_\_\_\_\_(month/day/year). THE BID ROOM IS OPEN FROM 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY, EXCEPT GOVERNMENT HOLIDAYS."

***III.A.11 OFFER ACCEPTANCE PERIOD***

The offeror's proposal shall remain valid for a period of not less than 120 calendar days.

(End of Text)

***III.A.12 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  
(52.211-14) (SEP 1990)***

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

The offeror shall generate a offer summary in the format shown below which will include each ride offering in I.A.1 Services to be Furnished.

### QUICK RIDE OFFER SUMMARY

**Primary Mission Name:**

**Planned Manifest Date:**

**Number of Rides Offered on the above Manifest Date:**

**Fixed Price (per Ride):**

**Additional Capabilities Fixed Price (per Ride):**

**Orbit Altitude (km):**

**Orbit Inclination (degrees):**

**Eccentricity (0.0 - 1.0):**

Performance Characteristic	Quick Ride Minimum	Offered Performance	Comments
Instrument Mass	10 Kg		
Instrument Power	10 Watts		
Instrument Volume	5000 cc		
Thermal Control	Isolated		
Data Storage	100 Mbits		
Downlink Data	2 Mbits/day		
Data Rate	1 Kb/sec		
Command Uplink	200 bits/sec		
Ordering Period	Prior to L-18 mos		
Instrument Delivery	No Sooner than L-9 mos		
Mission Ops	12 months		
Previous Mission Success Rate	----		
Exclusive Right to Purchase	----		

The offeror shall generate a Spacecraft Accommodations Document in the format shown below for every different ride offering.

This accommodations document will contain the technical characteristics of the spacecraft technical resources offered to the Government for use by an instrument. Data given with respect to the subjects below will be used for proposal evaluation and to form the basis for the mission specific instrument interface control document (ICD) prepared for the Mission Design Review (MDR).

The offeror may provide additional performance characteristics that will help the understanding of the instrument accommodations on the Quick Ride spacecraft and/or constraints placed on the instrument.

**Physical Requirements**

Available payload envelope  
Mass, C.G., MOI constraints  
Mechanical and thermal interface  
Field of view constraints (rf, optical, thermal)  
Environment (Launch and Radiation)

**Electrical Power and Signals/Data Interface**

Data bus interface protocol(s) supported  
Maximum payload telemetry and command data rates  
Payload/Spacecraft Bus synchronization  
Power Available at Instrument End-of-Life (with payload duty cycle)

**Software Applications**

Spacecraft bus accommodations and support of payload commanding, science and housekeeping data, and operations (stored commands, data compression, downlink packetizing, etc.)

**Safety**

Contamination; spacecraft generated and instrument constraints  
Consumables  
Thermal  
EMI/EMC

**Ground Support Equipment**

Constraints and limitations  
Availability  
Software

**Master Schedule**

Schedule containing the major milestones

The offeror shall generate a schedule in the format shown below which will include each ride offering in I.A.1 Services to be Furnished.

**SCHEDULE OF OFFERINGS**

Satellite Ride

Manifest Date

**PAST PERFORMANCE  
QUESTIONNAIRE INSTRUCTIONS**

Introduction

The National Aeronautics and Space Administration is currently conducting a competitive procurement for indefinite delivery, indefinite quantity, task order contracts for satellite rides on commercial spacecraft to support future science and technology demonstration instruments. For this effort, the selected contractors shall furnish the personnel, materials, and facilities for instrument accommodation and mission operations.

Questionnaire Instructions

Please provide your assessment of the scope and complexity of the contract for which you are a reference. Mark the appropriate block, indicating if the complexity of your contract in the specified area was HIGH, MODERATE, or LOW. If your contract didn't require performance in a work area, please mark N/A.

Please also provide your assessment of the level of performance associated with the contract for which you are a reference. Mark the appropriate block, indicating if the contractor's past performance was EXCELLENT, VERY GOOD, GOOD, FAIR, or POOR in each area identified. If your contract didn't require performance in a work area, please mark N/A.

Narrative comments would be particularly useful and greatly appreciated. Space is provided for comments, and additional pages may be used if desired.

Please return your questionnaire, by June 3, 1998, directly to:

NASA Goddard Space Flight Center  
Attn: Sharon Collignon, Code 214.3  
Bldg. 16W, Room N115  
Greenbelt, MD 20771

Fax: 301-286-0530  
Phone: 301-286-9874

## I. Contract Information

A. Contractor: \_\_\_\_\_

B. Contract Number: \_\_\_\_\_

C. Contract Type: \_\_\_\_\_

D. Period of Performance: From \_\_\_\_\_ To \_\_\_\_\_

E. Contract Value: \_\_\_\_\_

F. Description of Contract: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## II. Evaluator Information

A. Your Organization Name and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e:mail: \_\_\_\_\_

B. Does a corporate or ownership relationship exist between  
the contractor being evaluated and your organization?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe the relationship: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## III. Past Performance

A. Please characterize the level of the contractor's overall performance in the following areas:

Work Area	Excellent	Very Good	Good	Fair	Poor	N/A
Effectiveness of instrument/payload accommodation						
Effectiveness of meeting contract technical requirements						
Effectiveness of mission operations						

Comments: \_\_\_\_\_

\_\_\_\_\_

B. Has this contract been partially or completely terminated for default or convenience? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

C. How would you rate the contractor's overall performance?

\_\_\_\_\_

\_\_\_\_\_

D. Would you award to this contractor again?

\_\_\_\_\_

\_\_\_\_\_

E. Additional Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IV. EVALUATION--COMMERICAL ITEMS (52.212-2) (OCT 1997) (Modified)**

(a) General. The evaluation for award will be conducted utilizing Best Value Selection (NASA FAR Supplement 1871.6). The Government will award contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conform to the solicitation and will be advantageous to the Government, considering price, and other factors, as discussed in this provision.

(b) Offer responsibility. The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. The Goddard Space Flight Center places particular emphasis on prospective contractor responsibility with regard to past performance. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award.

(c) Minimum Requirements. The offer must conform to the solicitation and demonstrate that the minimum requirements specified in I.A.24 List of Attachments, Attachment A, Specifications/Statement of Work, Minimum Accommodations can be met. In addition, the offeror the offeror must have built, or be in the process of building, a satellite and have accommodations for a launch vehicle(s).

(d) Value characteristics. The value characteristics stated below establish what the Government considers to add value to an offer. The offeror may propose none, some, or all of the below value characteristics:

- Increases to Instrument Accommodation above the Minimum Requirements
- Extension Beyond the Required 12-months of On-Orbit Operations
- Ride Offer Expiration Later than Minimum Required L-18 months
- Instrument Delivery Date Later than Minimum Required L-9 months
- Success Rate of 90% or Higher on Previous Missions
- Exclusive Right of Government to Purchase Offered Ride within the Specified Ordering Period

(e) All offers will be evaluated against the minimum requirements and against the above value characteristics. Price and qualitative merit will be considered equal in importance and will not be assigned weights. On those value characteristics the offeror



chooses to provide, adequate information should be submitted to permit proper evaluation.

(f) A price analysis will be conducted in accordance with FAR 15.305(a)(1). Price analysis is described at 15.404-1(b). This analysis is done to ensure that a "fair and reasonable" price is paid by the Government.

(g) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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***IV.A.1 EVALUATION OF ADDITIONAL RIDE OFFERINGS***

Proposals submitted in response to I.A.22 Additional Ride Offerings and Contract Awards and III.A.9 Additional Ride Offerings and Contract Awards will be evaluated in accordance with the evaluation factors of this Section IV of the RFO.

(End of Text)

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**IV.A.2 OFFER/NO OFFER RESPONSE SHEET**

Compliance is requested, but not required.

This page may be used to indicate whether your company intends to submit an offer in response to this solicitation. You may also indicate your intent by E-Mail or FAX. The E-Mail address is sharon.m.collignon.1@gsfc.nasa.gov. The FAX number is 301-286-0530. If mailed, return the completed page to the individual and address on the face page of this solicitation.

The \_\_\_\_\_ (name of firm)

( / / intends) ( / / does not intend) to submit an offer in response to RF05-52033-311.

(End of text)

**V. OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS  
(52.212-3) (JAN 1997)**

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1)  
Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.  
\_\_\_ TIN has been applied for.  
\_\_\_ TIN is not required because:  
\_\_\_ Offeror is a nonresident alien, foreign corporation, or  
foreign partnership that does not have income effectively connected  
with the conduct of a trade or business in the U.S. and does not  
have an office or place of business or a fiscal paying agent in the  
U.S.; \_\_\_ Offeror is an agency or instrumentality of a foreign  
government; \_\_\_ Offeror is an agency or instrumentality of a  
Federal, state, or local government; \_\_\_ Other. State basis.  
\_\_\_\_\_

(2) Corporate Status.

\_\_\_ Corporation providing medical and health care services, or  
engaged in the billing and collecting of payments for such  
services; \_\_\_ Other corporate entity;  
\_\_\_ Not a corporate entity:  
\_\_\_ Sole proprietorship  
\_\_\_ Partnership  
\_\_\_ Hospital or extended care facility described in 26 CFR  
501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

\_\_\_ Name  
\_\_\_ TIN

(c) Offerors must complete the following representations when the  
resulting contract is to be performed inside the United States, its  
territories or possessions, Puerto Rico, the Trust Territory of the  
Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its  
offer that it [ ] is, [ ] is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents  
and that it [ ] is, [ ] is not a small disadvantaged business  
concern.

(3) Women-owned small business concern. The offeror represents that  
it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this  
solicitation is expected to exceed the simplified acquisition  
threshold.

(4) Women-owned business concern. The offeror represents that it [ ] is, [ ] is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____

(list as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

\_\_\_\_\_  
 (Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
 (Insert line item numbers)



(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin
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(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:"

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are that are not domestic or NAFTA end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)